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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re:

CRESTLLOYD, LLC,

Debtor.

Case No. 2:21-bk-18205-DS

Chapter 11

**OPPOSITION OF NILE MIAMI TO THE
MOTION TO ENFORCE THE COURT'S
ORDER APPROVING BID
PROCEDURES**

Date: March 11, 2022
Time: 1:00 p.m.
Place: Courtroom 1639
255 East Temple Street
Los Angeles, CA 90012
(Via Zoom)

Nile Miami, the developer of The One and one of its creditors, hereby submits this opposition (the "Opposition") to the *Motion to Enforce the Court's Order Approving Bid Procedures* [Docket No. 162] (the "Motion") filed by Richard Saghian ("Saghian"), and respectfully states as follows:

1. The Motion is simply an attempt by Saghian to restrict, in contravention of every tenet of the Bankruptcy Code, Crestlloyd, LLC's (the "Debtor") ability to obtain the highest and best price for the real property located at 944 Airole Way, Los Angeles, CA 90077 (the "Property"). Other than Section 105, Saghian has not cited to a single Bankruptcy Code section or Bankruptcy rule which would support his position. In order for the Court to grant the Motion, the Court would need to find on an ex parte basis, based on a motion supported solely by the declaration of an attorney

1 for Saghian reciting certain background facts, that Saghian has submitted the highest and best offer
2 for the Property—which is not even addressed in the attorney’s declaration. There is no basis for the
3 relief sought in the Motion. There is no evidence in support of the Motion. The Motion must be
4 denied.

5 2. Saghian is seeking declaratory relief from this Court that he has submitted the highest
6 and best offer while circumventing Federal Rule of Bankruptcy Procedure 7001, which requires the
7 commencement of an adversary action prior to seeking declaratory relief. The Motion is procedurally
8 improper and must be denied.

9 3. The unclean hands of Saghian is evidenced by Saghian’s failure to execute the
10 Purchase Agreement through which he seeks to obtain a windfall on the Property. On March 8, 2022,
11 the Debtor filed the motion to sell the Property (the “Sale Motion”). The Sale Motion is Docket No.
12 142 in the Court’s record. The Sale Motion contains the form purchase and sale agreement approved
13 by the California Association of Realtors (the “PSA”). The PSA is executed by both Saghian and
14 Larry Perkins of SierraConstellation Partners LLC, the Debtor’s manager. However, the PSA is
15 amended by the Supplemental Addendum to California Residential Purchase Agreement and Joint
16 Escrow Instruction Date as of February 10, 2022 Between Crestlloyd, LLC, Debtor in Possession,
17 Through Its Manager, SierraConstellation Partners, LLC, as Seller, and Richard Saghian or approved
18 assignee as Buyer (the “Addendum”). The Addendum modifies the PSA and addresses various issues
19 including the need for this Court’s approval of the PSA and the acceptance of the Property “AS IS,
20 WITH ALL FAULTS.” Missing from the Addendum is Saghian’s signature. Thus, Saghian is
21 running into this Court on an ex parte basis to seek declaratory relief from this Court that he submitted
22 the highest and best offer for the Property; yet, Saghian has failed to executed the documents
23 necessary to bind him to the purchase of the Property. The Court should deny the Motion.¹

24 4. In addition, the Motion seeks declaratory relief as to this Court’s Order Granting
25 Debtor’s Motion to: (1) Approve Auction and Bid Procedures Regarding the Sale of Real Property

26 ¹ In light of Saghian’s failure to execute the Addendum and the Debtor’s failure to properly notice
27 a sale of the Property with fully executed and binding documents, the hearing on the sale of the
28 Property must be continued until such time as Saghian has executed all documents binding him
to purchase the Property and the parties have an opportunity to review fully executed
documents.

1 and (2) Set Scheduling for a Motion to Approve the Sale of Real Property (the “Sale Procedures
2 Order”) entered as Docket #105. The Sale Procedures Order was later amended to modify certain
3 dates by this Court’s order entered as Docket #115. The Sale Procedures Order approved the sale
4 procedures which were attached as Exhibit 1 to the motion seeking approval of the Sale Procedures
5 Order (the “Sale Procedures Motion”).

6 5. The Motion contradicts the very Sale Procedures Order as to which Saghian seeks
7 declaratory relief. Exhibit 1 to the Sale Procedures Motion contains the sale procedures for the sale
8 of the Property. Presumaly, Saghian has signed and agreed to the sale procedures—the Exhibit 1—
9 or he would not have been a qualified bidder. Exhibit 1 clearly provides: “[t]he parties agree to
10 submit all controversies, disputes, claims and matters of difference arising out of relating to these
11 Terms and Conditions, including but not limited to its enforcement, scope and/or interpretation,
12 exclusively to arbitration in New York, New York in accordance with the Commercial Arbitration
13 Rules of the American Arbitration Association from time to time in effect....” Thus, Saghian has
14 signed a contract requiring him to “submit all . . . disputes . . . to arbitration in New York....” That’s
15 what the Court approved and adopted and that’s what Saghian agreed to. Yet, Saghian runs into this
16 Court on an ex parte basis when he (a) has not executed the PSA and Addendum and (b) agreed to
17 arbitrate any issues in New York. The Motion must be denied.

18 WHEREFORE, Niami respectfully requests that the Court deny the Motion and not allow
19 Saghian to cherry pick procedures and provisions of various documents he has presumably executed
20 and thereafter run to this Court to seek declaratory relief so that he can obtain a windfall on the
21 Property at the expense of all parties and creditors of this case.

22 Dated: March 11, 2022

RAINES FELDMAN LLP

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24 By: /s/ Hamid R. Rafatjoo

Hamid R. Rafatjoo

Attorneys for Nile Niami
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
1800 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **OPPOSITION OF NILE NIAMI TO THE MOTION TO ENFORCE THE COURT'S ORDER APPROVING BID PROCEDURES**

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) March 11, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Kyra E Andrassy** kandrassy@swelawfirm.com, lgarrett@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- **Todd M Arnold** tma@lnbyg.com
- **Jerrold L Bregman** jlbregman@bg.law, ecf@bg.law
- **Marguerite Lee DeVoll** mdevoll@watttieder.com, zabrams@watttieder.com
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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

- **Lindsey L Smith** lls@lnbyb.com, lls@ecf.inforuptcy.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Genevieve G Weiner** gweiner@sidley.com, laefilingnotice@sidley.com; genevieve-weiner-0813@ecf.pacerpro.com
- **Jessica Wellington** jwellington@bg.law, ecf@bg.law

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

3/11/2022
Date

Bambi Clark
Printed Name

/s/ Bambi Clark
Signature